

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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**NYQF INC.** Plaintiff, : **ORDER ADOPTING REPORT  
AND RECOMMENDATION**  
:  
- against - : 24-CV-3699 (AMD) (JAM)  
:  
**SIGUE CORPORATION**, :  
:  
Defendant. :  
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**ANN M. DONNELLY**, United States District Judge:

The plaintiff commenced this action on May 22, 2024, alleging breach of contract, breach of fiduciary duty, breach of the Uniform Commercial Code, Article 4A, and unjust enrichment. (ECF No. 1.) On June 19, 2024, the plaintiff effected personal service on the defendant at Registered Agent Solutions, Inc., 838 Walker Road Suite 21-2 in Dover, Delaware. (ECF No. 7.) On August 7, 2024, following the defendant's failure to appear or otherwise defend this action, the plaintiff requested that the Clerk of Court issue a certificate of default. (ECF No. 8.) On August 9, 2024, the Clerk of Court entered the defendant's default. (ECF No. 9.)

On October 10, 2024, the plaintiff filed a motion for default judgment. (ECF No. 10.) The Court referred the motion to then-Magistrate Judge Sanket J. Bulsara (*ECF Order dated Oct. 15, 2024*); following Judge Bulsara's appointment as a United States District Judge, the case was reassigned to Magistrate Judge Joseph A. Marutollo (*ECF Docket Entry dated Dec. 21, 2024*).

Judge Marutollo issued a report and recommendation on April 18, 2025, recommending that the Court grant in part and deny in part the plaintiff's motion for default judgment and award the plaintiff damages totaling \$341,082.00. (ECF No. 13.) Judge Marutollo determined that the defendant's failure to respond to the complaint was willful, and that the plaintiff satisfied the

jurisdictional requirements necessary to proceed with its motion for default judgment. (*Id.* at 12.) Judge Marutollo recommended that the Court apply New York law and grant default judgment on the breach of contract claim; and he recommended that the Court deny default judgment on the breach of fiduciary duty and unjust enrichment claims, because they are duplicative of the breach of contract claim.<sup>1</sup> (*Id.* at 12–18.) Finally, Judge Marutollo recommended that the Court award the plaintiff damages of \$341,082.00, which includes \$340,677.00 in damages, the \$405.00 filing fee, and pre-judgment and post-judgment interest. (*Id.* at 18–24.) No party has filed an objection to the report and recommendation and the time for doing so has passed.

A district court reviewing a report and recommendation “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1)(C). To accept a report and recommendation to which no timely objection has been made, “a district court need only satisfy itself that there is no clear error on the face of the record.” *VOX Amplification Ltd. v. Meussdorffer*, 50 F. Supp. 3d 355, 369 (E.D.N.Y. 2014).

I have carefully reviewed Judge Marutollo’s characteristically thorough report and recommendation for clear error and find none. Accordingly, I adopt the report and recommendation in its entirety. The plaintiff’s motion for default judgment is granted in part and denied in part, and the Clerk of Court is respectfully directed to enter the attached order and final default judgment.

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<sup>1</sup> The plaintiff withdrew its UCC claim. (ECF No. 10-1 at 10.)

**SO ORDERED.**

s/Ann M. Donnelly

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ANN M. DONNELLY  
United States District Judge

Dated: Brooklyn, New York  
May 6, 2024